

SETTLEMENT AGREEMENT AND RELEASE

On this ____ day of June, 2014 in consideration of the covenants outlined in this Settlement Agreement and Release ("General Release"), I, **LINDA S. GARRETT**, understand and agree as follows:

1. I, **LINDA S. GARRETT**, for and in consideration of the sum of Thirteen Thousand Twelve Dollars and Eighty-Two Cents (\$13,012.82), distributed as specified in paragraph 2 of this General Release, the receipt and sufficiency of which I acknowledge, for myself, my masters, principals, agents, heirs, administrators, executors, and assigns, hereby release, acquit and forever discharge **KINES FAMILY PHARMACY, INC.**, and their subsidiaries, parent and affiliated corporations, predecessors and successors, as well as any past, present or future masters, servants, stockholders, officers, directors, insurers, principals, agents and employees, of and from any and all claims or causes of action arising out of my employment with **KINES FAMILY PHARMACY, INC.** including, but not limited to, claims under the West Virginia Wage Payment and Collection Act, the Consolidated Omnibus Budget Reconciliation Act, Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in Employment Act, Americans with Disabilities Act, Family Medical Leave Act, 1991 Civil Rights Act, National Labor Relations Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act or any other state or federal statute, regulation or ordinance, or any other cause of action arising under or based on the common law of West Virginia or the United States, or the public policy of the state of West Virginia or the United States, including, but not limited to, breach of contract, wrongful, retaliatory or constructive discharge, intentional infliction of emotional distress, and any and all claims for liability, damages, demands, losses, expenses, suits, claims for payment or reimbursement under any health insurance or other

employee welfare benefit plan, costs, attorney fees, actions and causes of action of whatsoever nature or character, known or unknown, which have or may have arisen or might arise in the future from the facts and circumstances forming the basis of the matter pending in the United States District Court for the Southern District of West Virginia at Charleston, styled *Linda S. Garrett v. Kines Family Pharmacy, Inc.*, Civil Action No. 2:13-23234. I agree that I have been fully compensated for all wages and fringe benefits, including, but not limited to, unpaid overtime, due and owing and that this amount provides me with additional compensation to which I would not be entitled unless I execute this Settlement Agreement and Release. In addition, I covenant not to institute or be a party to any future actions against **KINES FAMILY PHARMACY, INC.** in this regard. I further agree to provide **KINES FAMILY PHARMACY, INC.** with an executed order of dismissal.

2. I, **LINDA S. GARRETT**, understand and agree that **KINES FAMILY PHARMACY, INC.** will pay an amount of Four Thousand Thirty-Two Dollars and No Cents (\$4,032.00), inclusive of liquidated damages, as full and final payment for the alleged violation of the timely payment of final wages, an additional Three Thousand Dollars (\$3,000.00) in attorney's fees and Four Hundred Eighty One Dollars and Eighty-Two Cents (\$481.82) in costs.

3. Additionally, **KINES FAMILY PHARMACY, INC.** will pay Five Thousand Four Hundred Ninety Nine Dollars and No Cents (\$5,499.00) in contested overtime wages due. Plaintiff's counsel is not seeking any addition attorney fees or costs as they were fully compensated for the alleged violation of the timely payment of final wages claim. I recognize that **KINES FAMILY PHARMACY, INC.** **KINES FAMILY PHARMACY, INC.** contests and denies that these overtime wages are due. However, I recognize that **KINES FAMILY PHARMACY, INC.** is paying these funds in order to avoid future costs of an expensive

litigation and accept these funds in consideration of the same. I further understand and agree that I am responsible for any and all tax consequences on these amounts and agree to indemnify and hold harmless **KINES FAMILY PHARMACY, INC.** in this regard. I further agree that, except as outlined in this paragraph, the parties agree to bear their own costs and attorney's fees.

4. In further consideration, I **LINDA S. GARRETT**, agree to dismiss with prejudice Civil Action No. 2:13-23234 and any other actions or charges against **KINES FAMILY PHARMACY, INC.** which may be pending, as being fully compromised, settled and agreed and covenant not to institute or be a party to any future action against **KINES FAMILY PHARMACY, INC.** or others in regard to any of these matters.

5. In further consideration, I **LINDA S. GARRETT**, also agree that my employment with **KINES FAMILY PHARMACY, INC.** is terminated and agree, to release and acquit and forever discharge **KINES FAMILY PHARMACY, INC.** from any claim that I might have for reinstatement or re-employment with **KINES FAMILY PHARMACY, INC.** I further agree not to apply for employment with **KINES FAMILY PHARMACY, INC.** at any time in the future.

6. I further understand and agree that this General Release and settlement are made as a matter of compromise of disputed claims for which **KINES FAMILY PHARMACY, INC.** expressly denies any fault or liability and that this General Release and settlement shall not be construed or interpreted in any manner as an admission of fault or liability on the part of any person, firm or corporation described or otherwise mentioned in this General Release or otherwise.

7. I also agree not to file, join in, or prosecute any lawsuits against **KINES FAMILY PHARMACY, INC.** concerning any manner, act, occurrence or transaction, that

occurred on or before the date I sign this Agreement. Although I am not precluded from filing a charge with the U.S. Equal Employment Opportunity Commission ("EEOC") or a parallel state or local agency, or participating in an investigation conducted by the EEOC or a parallel state or local agency, to the maximum extent permitted by law, I expressly waive my right to any monetary recovery or any other individual relief in connection with (i) any charge filed with the EEOC or parallel state or local agency against **KINES FAMILY PHARMACY, INC.** arising out of the allegations in this Complaint, or (ii) any claim pursued on my behalf against **KINES FAMILY PHARMACY, INC.** by any federal, state, or local administrative agency. I expressly acknowledge and agree that as of the date of this agreement that I have not filed any grievances, claims, complaints, administrative charges, or lawsuits against **KINES FAMILY PHARMACY, INC.** Nothing contained within this Agreement requires **LINDA S. GARRETT** to waive or release any industrial exposure claims; although I hereby state that I know of no such claims at the time of entering into this Agreement.

8. I, **LINDA S. GARRETT**, further understand, agree, and represent that, in negotiating and executing this Settlement Agreement and Release, I have been given adequate opportunity to and have consulted with competent counsel of my choosing concerning the meaning and effect of each term and provision hereof, and that there are no representations, promises, or agreements other than those expressly set forth in writing herein. In addition, I acknowledge that by this writing, I have been advised in writing to consult with an attorney before executing this Settlement Agreement and Release and that I have been given the toll-free telephone number of the West Virginia State Bar Association (1-866-989-8227).

I acknowledge that I have been given a period of at least twenty-one (21) days within which to consider this Settlement Agreement and Release prior to execution. I further

understand that for a period of seven (7) days following the execution of this Settlement Agreement and Release, I may revoke the Agreement by presenting written revocation to **KINES FAMILY PHARMACY, INC.** The Settlement Agreement and Release does not become effective or enforceable until the revocation period has expired. I agree that if I revoke the Agreement, then I must pay back the full amount within ten (10) days of the date of written revocation.

9. I, **LINDA S. GARRETT**, certify that I have read this Settlement Agreement and Release and, with the advice of counsel, fully and completely understand and comprehend its meaning, purpose, and effect and I further state and confirm that I have signed this Settlement Agreement and Release knowingly, voluntarily and of my own free will, and not as a result of any threat, intimidation or coercion on the part of **KINES FAMILY PHARMACY, INC.** or its representatives or agents.

IN WITNESS WHEREOF, I have affixed hereto my signature acknowledging my release in full of all claims described herein on this _____ day of June, 2014.

LINDA S. GARRETT

STATE OF WEST VIRGINIA,

COUNTY OF KANAHWA, To-Wit:

I, _____, a notary public in and for the County and State aforesaid, do hereby certify that **LINDA S. GARRETT**, whose name is affixed to the foregoing writing bearing date the _____ day of June, 2014 has this day acknowledged the same before me in my said County and State.

Given under my hand this _____ day of June, 2014.

[SEAL]

NOTARY PUBLIC